resolves itself into the proposition that where the rights of creditors in the jurisdiction, or the public policy of the jurisdiction, are not involved, a foreign receiver will be allowed to sue.[11] The other alternative is, of course, for the foreign receiver to obtain a so-called "ancillary" appointment which gives the "ancillary" jurisdiction control over the receiver and so protects the rights of its citizens.[12] But where the rights of domestic creditors are not involved, it seems desirable to allow a foreign receiver to sue without further appointment, as is done by many courts.[13]

If, however, the rights of domestic creditors are involved, which does not clearly appear in the principal case, it is submitted that these creditors would be amply protected whether the method by which the court obtained control over the receiver was by an original bill, or by a bill, as in the principal case, that prayed for no distinct equitable relief, but merely for the confirmation of the receivership. The argument against this less technical and cumbersome mode of procedure is that since a receiver has no extra-territorial power, each jurisdiction has the right to take the matter under consideration *de novo*, decide whether the case is a proper one for a receiver, and appoint as receiver the person whom the court considers best fitted;[14] that, therefore, when the original receiver is also appointed in the ancillary jurisdiction, it only occurs as a matter of comity or pure coincidence. This theory is unassailable. But as a practical matter, the decree in the original court is usually accepted as sufficient evidence that there is a proper case for a receiver;[15] the original receiver is appointed in the "ancillary" jurisdiction;[16] and the original jurisdiction has final charge of the assets.[17] In fact any other practice would be intolerable, and to a large degree defeat the objects of a receivership where property is in several jurisdictions.

A case like the principal case will probably seldom arise again.[18] But this extreme assertion of independent jurisdiction seems unfortunate, particularly among federal courts, and ought to be remedied by statute.

LEGALITY OF INSURANCE AGAINST SUICIDE. — Does public policy make illegal a contract insuring against suicide of the insured while sane? The objection to such a contract, upon the ground of public policy,[1] is analo-

[11] Rogers *v.* Riley, *supra*.

[12] ALDERSON, RECEIVERS, § 28.

[13] See 3 STREET, FEDERAL EQUITY PRACTICE, § 2670; 18 HARV. L. REV. 520.

[14] Mercantile Trust Co. *v.* Kanawha & Ohio Ry. Co., *supra*. See ALDERSON, RECEIVERS, § 29.

[15] See 3 STREET, FEDERAL EQUITY PRACTICE, § 2696.

[16] See 3 STREET, FEDERAL EQUITY PRACTICE, § 2697.

[17] See Conklin *v.* United States Shipbuilding Co., 123 Fed. 913, 916, 917; Farmers' Loan & Trust Co. *v.* Northern Pac. R. Co., 72 Fed. 26; HIGH, RECEIVERS, § 375 *a*.

[18] Attorneys will, out of abundant caution, label their bills in other than the original jurisdiction "original," and will set out all the facts for distinct equitable relief. See 18 HARV. L. REV. 520.

[1] It has been suggested that in the absence of express provision suicide is not one of the perils insured against. See Ritter *v.* Mutual Life Ins. Co., 169 U. S. 139, 152, 18 Sup. Ct. 300, 304. The great weight of authority holds the contrary. See Campbell *v.* Supreme Conclave Heptasophs, 66 N. J. L. 274, 278–281, 49 Atl. 550, 551–552.

gous to the basis of the doctrine of insurable interest, the temptation which the contract would offer to the insured to destroy life. The distinction between the two, that the insured in one case would be tempted to enrich another by destroying himself, and in the second to enrich himself by destroying another, only shows that temptation of the former kind is comparatively weak. Yet the mere fact that a contract of insurance tends to induce the insured to destroy the subject of the insurance does not make the contract contrary to public policy, for every insurance contract holds out some such inducement. It is the average effectiveness of such a temptation in any particular class of such contracts that must determine whether they are opposed to public policy.

The difficulty of determining this in the case of insurance against suicide explains the conflict of authority on that point.[2] Most of the cases have allowed recovery. It has been suggested[3] that the opposed decisions can be reconciled on the ground that in the leading case denying the validity of insurance against suicide the policy was made payable to the insured and his representatives,[4] and that in almost all the cases that have held the contrary the beneficiary was some other person.[5] This is logically unsound. From the viewpoint of the suggested rule of public policy such a distinction must be put on the ground that in the former class of contracts there is greater temptation to commit suicide than in the other. The temptation involved is the desire of the insured to enrich the person who will get the substantial benefit resulting from payment by the insurer. To say the least, there is nothing to show that the insured is less desirous of enriching one whom he has specifically named as beneficiary than the unspecified persons who will ultimately be paid the proceeds of a policy made payable to the estate of the insured.

The desirability of the rule of public policy under discussion is no clearer upon analogy than upon authority and principle. The decisions are almost evenly divided upon the questions whether the life can validly be insured against death by execution for crime,[6] or death as the result of participation in a criminal act.[7] The solution of the problem would seem, therefore, to lie in legislative enactment. But the statutes themselves seemed to express the opposing views of the courts. Some statutes

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[2] This discussion does not deal with cases where the insured intended suicide when the policy was issued. In such cases recovery is denied on the ground of fraud. Smith *v.* National Benefit Society, 123 N. Y. 85, 25 N. E. 197; Parker *v.* Des Moines Life Association, 108 Ia. 117, 78 N. W. 826.

[3] See Patterson *v.* Natural Premium Mutual Life Ins. Co., 100 Wis. 118, 124, 75 N. W. 980, 982.

[4] Ritter *v.* Mutual Life Ins. Co., *supra*. The opinion in this case gives other grounds for not allowing recovery. In Moore *v.* Woolsey, 4 E. & B. 243, the insured, to whom the policy was made payable, assigned; recovery was allowed. The assignment should not be regarded as material; if public policy made the contract void, assignment would not legalize it.

[5] Patterson *v.* Natural Premium Mutual Life Ins. Co., *supra*; Campbell *v.* Supreme Conclave Heptasophs, *supra*. *Contra*, Hopkins *v.* Northwestern Life Assurance Co., 94 Fed. 729.

[6] For recovery: Collins *v.* Metropolitan Life Ins. Co., 232 Ill. 37, 83 N. E. 542. *Contra*, Amicable Society *v.* Bolland, 4 Bligh N. S. 194.

[7] For recovery: Sun Life Ins. Co. *v.* Taylor, 108 Ky. 408, 56 S. W. 668. *Contra*, Hatch *v.* Mutual Life Ins. Co., 120 Mass. 550.

prohibit the insurer's setting up the defense of suicide.[8] A Georgia statute, expressly giving the insurer this defense,[9] was a possible legislative declaration in favor of the disputed rule of public policy. A recent decision removed this possibility by holding that the statute did not prevent waiver of the defense by the insurer. *Mutual Life Ins. Co.* v. *Durden*, 72 S. E. 295 (Ga., Ct. App.). The case is thus an important addition to the already large preponderance of authority against the invalidation, on grounds of public policy, of contracts insuring the life against suicide while sane.

RECENT CASES.

ADVERSE POSSESSION — AGAINST WHOM TITLE MAY BE GAINED — EFFECT OF GRANTOR'S REMAINING IN POSSESSION. — The plaintiff conveyed his land to the defendant, intending that the latter should afterwards reconvey it to him. The plaintiff made improvements on the land, and seven years after the conveyance to the defendant he demanded a reconveyance, but was given merely a life lease. Thereafter he treated the land as his own property. His occupancy, including the period before the granting of the life lease, exceeded the period of the Statute of Limitations. *Held*, that he has acquired title in fee. *Freemon* v. *Funk*, 117 Pac. 1024 (Kan.).

It is well settled that a life tenant cannot acquire title by adverse possession against the reversioner or remainderman, since the latter has no right of action during the continuance of the life estate. See *Pinckney* v. *Burrage*, 31 N. J. L. 21; *Rohn* v. *Harris*, 130 Ill. 525, 22 N. E. 587. This rule does not apply where the remainderman is given a right of action by statute. *Garrett* v. *Olford*, 132 N. W. 379 (Ia.). The principal case ignores the grant of the life estate and treats the relation of the parties as that of grantor and grantee. Some courts appear to recognize no distinction between such a case and the ordinary situation, where the parties are strangers. *Smith* v. *Montes*, 11 Tex. 24; *Knight* v. *Knight*, 178 Ill. 553, 53 N. E. 306. By the weight of authority, however, the possession of a grantor is presumed to be subject to the rights of his grantee. *Buckholder* v. *Sigler*, 7 Watts & S. (Pa.) 154; *Schwallback* v. *Chicago, etc. Ry. Co.*, 69 Wis. 292, 34 N. W. 128. In order that this presumption be rebutted, most courts hold that a clear assertion of adverse right must be brought home to the grantee. *Dotson* v. *Atchison, etc. Ry. Co.*, 81 Kan. 816, 106 Pac. 1045. *Cf. Zeller's Lessee* v. *Eckert*, 4 How. (U. S.) 289. Other courts are more ready to find that the possession is adverse. *Waltemeyer* v. *Baughman*, 63 Md. 200. See *Brinkman* v. *Jones*, 44 Wis. 498, 524. In the principal case, the grantor, during the first seven years of the occupancy relied on by him, appears to have claimed only a right of reconveyance rather than a right of present ownership.

BANKRUPTCY — DISCHARGE — DISPUTED CLAIMS. — The petitioner was adjudicated a bankrupt in voluntary proceedings. The only debts scheduled were stated in his schedules to be disputed. *Held*, that the petitioner is not entitled to a discharge. *Matter of Gulick*, 26 Am. B. Rep. 632 (Dist. Ct., S. D. N. Y.).

Disputed claims are debts whose existence is as yet undetermined and whose existence the alleged debtor denies. If they do actually exist, they will be

[8] MO. REV. STAT., 1909, § 6945; N. D. CIV. CODE, 1905, § 6064.
[9] GA. CODE, 1911, § 2500.